

MINUTES OF THE REGULAR CITY COUNCIL MEETING  
CITY OF COLLEGE STATION  
JULY 25, 2013

STATE OF TEXAS           §  
                                     §  
COUNTY OF BRAZOS       §

**Present:**

Nancy Berry, Mayor

**Council:**

Blanche Brick  
Jess Fields  
Karl Mooney  
John Nichols, absent  
Julie Schultz  
James Benham, absent

**City Staff:**

Kathy Merrill, Interim City Manager  
Carla Robinson, City Attorney  
Tanya McNutt, Deputy City Secretary  
Ian Whittenton, Records Management Coordinator

**Call to Order and Announce a Quorum is Present**

With a quorum present, the Regular Meeting of the College Station City Council was called to order by Mayor Berry at 7:03 p.m. on Thursday, July 25, 2013 in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77842.

**1. Pledge of Allegiance, Invocation, consider absence request.**

**MOTION:** Upon a motion made by Councilmember Shultz and a second by Councilmember Mooney, the City Council voted five (5) for and none (0) opposed, to approve Councilmembers Benham's and Nichols' Absence Requests. The motion carried unanimously.

**Citizen Comments**

No citizen comments.

**CONSENT AGENDA**

**2a. Presentation, possible action, and discussion of minutes for:**

- **July 8, 2013 Joint Workshop**

- July 9, 2013 Special Meeting
- July 11, 2013 Workshop
- July 11, 2013 Regular Council Meeting

2b. Presentation, possible action, and discussion regarding approval of a contract between the City and Cherwell Software Inc. for software licensing in the amount of \$44,145 and a contract between the City and Flycast Partners for services to configure and implement the software in the amount of \$43,401, for a total project cost of \$87,546.

2c. Presentation, possible action and discussion on construction contract #13-323 for the purchase and installation of Type II, FG SMA (Fine-Graded Stone Matrix Asphalt) Hot Mix Asphalt to Knife River for an amount not to exceed \$526,000.00.

2d. Presentation, possible action, and discussion on the consideration of Ordinance 2013-3507, amending Chapter 10, "Traffic Code," Section 2.C of the Code of Ordinances of the City of College Station changing the traffic control at the intersection of Park Place and Fairview to a four-way stop controlled intersection.

2e. Presentation, possible action, and discussion regarding a change order to the contract with Green Teams, Inc. in the amount of \$66,462 for landscape maintenance services.

2f. Presentation, possible action and discussion regarding a professional services contract for an ERP (Enterprise Resource Planning) Project Manager with Wilson Kleemann d/b/a Spherion in an amount not to exceed \$814,597.

2g. Presentation, possible action, and discussion regarding the bid award of annual transformer repair and rebuild services to Greenville Transformer Company, Inc. in the amount of \$66,530.46.

2h. Presentation, possible action, and discussion on Ordinance 2013-3508, amending Chapter 10, Section 4, Subsection H of the code of ordinances, establishing a commercial loading zone in a portion of the promenade parking lot and adjusting Northgate parking rates.

2i. Presentation, possible action, and discussion regarding Substantial Amendment to the 2012 Annual Action Plan – HOME Investment Partnership Program Grant Funds.

2j. Presentation, possible action, and discussion regarding Resolution 07-25-13-2j to authorize and designate the Executive Director of Planning and Development Services to sign all required Action Plan applications, grant agreements, certifications, evaluations, and other forms and agreements required by the U. S. Department of Housing and Urban Development for all Community Planning and Development Grant Programs for program years 2007 – 2012 on behalf of the City of College Station.

2k. Presentation, possible action, and discussion regarding approval of two (2) contracts between the City of College Station and Siemens Industry, Inc. in the amounts of \$55,511.74 (contract 13-234) and \$19,703.59 (contract 13-235), for a total of \$75,215.33, for



**the purpose of purchasing and installing security equipment at the Northgate and Switch Station Substations.**

**2l. Presentation, possible action and discussion regarding the approval of an ongoing program for EMS Provider/ First Responder agreement for emergency medical service and emergency ambulance transport between the City of College Station, The City of Bryan, South Brazos County Fire Department, Brazos County District 2 Volunteer Fire Department, Brazos County Precinct 3 Volunteer Fire Department and Brazos County Precinct 4 Volunteer Fire Department.**

**2m. Presentation, possible action and discussion on an amendment to the current lease between the City of College Station and DVA Renal Healthcare, Inc. formerly known as Gambro Healthcare of Texas, Inc. (aka DaVita, Inc.) in the Chimney Hill Shopping Center.**

Items 2f, 2i and 2j were pulled for a separate vote.

**MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Schultz, the City Council voted five (5) for and none (0) opposed, to approve the Consent Agenda, less items 2f, 2i and 2j. The motion carried unanimously.

**(2f)MOTION:** Upon a motion made by Councilmember Shultz and a second by Councilmember Mooney, the City Council voted four (4) for and one (1) opposed, with Councilmember Fields voting against, to approve a professional services contract for an ERP (Enterprise Resource Planning) Project Manager with Wilson Kleemann d/b/a Spherion in an amount not to exceed \$814,597 . The motion carried.

**(2i)MOTION:** Upon a motion made by Councilmember Shultz and a second by Councilmember Brick, the City Council voted four (4) for and one (1) opposed, with Councilmember Fields voting against, to approve a substantial Amendment to the 2012 Annual Action Plan – HOME Investment Partnership Program Grant Funds. The motion carried.

**(2j)MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Brick, the City Council voted four (4) for and one (1) opposed, with Councilmember Fields voting against, to authorize and designate the Executive Director of Planning and Development Services to sign all required Action Plan applications, grant agreements, certifications, evaluations, and other forms and agreements required by the U. S. Department of Housing and Urban Development for all Community Planning and Development Grant Programs for program years 2007 – 2012 on behalf of the City of College Station . The motion carried.

## **REGULAR AGENDA**

**1. Public Hearing, presentation, possible action, and discussion on Ordinance 2013-3509, Budget Amendment #3 amending ordinance number 3443 which will amend the budget for the 2012-2013 Fiscal Year in the amount of \$1,961,334; increase the number of regular full-time positions in the budget by one (1.0); and presentation, possible action and discussion on three interfund transfers and a contingency transfer.**



At approximately 7:36 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:36 p.m.

**MOTION:** Upon a motion made by Councilmember Fields and a second by Councilmember Mooney, the City Council voted five (5) for and none (0) opposed, to adopt Ordinance 2013-3509, Budget Amendment #3 amending ordinance number 3443 which will amend the budget for the 2012-2013 Fiscal Year in the amount of \$1,961,334; increase the number of regular full-time positions in the budget by one (1.0); and presentation, possible action and discussion on three interfund transfers and a contingency transfer with the exception of line item 1. The motion carried unanimously.

**MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Schultz the City Council voted four (4) for and one (1) opposed, with Councilmember Fields voting against, to adopt line item 1 of Ordinance 2013-3509, Budget Amendment #3 amending ordinance number 3443 which will amend the budget for the 2012-2013 Fiscal Year in the amount of \$1,961,334; increase the number of regular full-time positions in the budget by one (1.0); and presentation, possible action and discussion on three interfund transfers and a contingency transfer. The motion carried.

**2. Public Hearing, presentation, possible action, and discussion regarding Ordinance 2013-3510, amending Chapter 12 Unified Development Ordinance of the Code of Ordinances to allow micro-industrial uses as a permitted use within the NG-1 Core Northgate and NG-2 Transitional Northgate zoning districts.**

At approximately 7:40 p.m., Mayor Berry opened the Public Hearing.

There being no comments, the Public Hearing was closed at 7:40 p.m.

**MOTION:** Upon a motion made by Councilmember Mooney and a second by Councilmember Fields, the City Council voted five (5) for and none (0) opposed, to adopt Ordinance 2013-3510, amending Chapter 12 Unified Development Ordinance of the Code of Ordinances to allow micro-industrial uses as a permitted use within the NG-1 Core Northgate and NG-2 Transitional Northgate zoning districts. The motion carried unanimously.

**3. Presentation, possible action and discussion regarding appointments to the following boards and commissions:**

- **Historic Preservation Committee (two vacancies)**

**MOTION:** Upon a motion made by Councilmember Shultz and a second by Councilmember Mooney, the City Council voted five (5) for and none (0) opposed, to appoint Louis Hodges and Ken Rogers to the Historic Preservation committee. The motion carried unanimously.



**4. Adjournment.**

**MOTION:** There being no further business, Mayor Berry adjourned the Regular Meeting of the City Council at 7:45 p.m. on Thursday, July 25, 2013.

*For* *Karl P. Mashburn*, MAYOR PRO TEM  
Nancy Berry, Mayor

ATTEST:

*Sherry Mashburn*  
Sherry Mashburn, City Secretary



# CITY OF COLLEGE STATION

## Absence Request Form For Elected and Appointed Officers

**Name :**

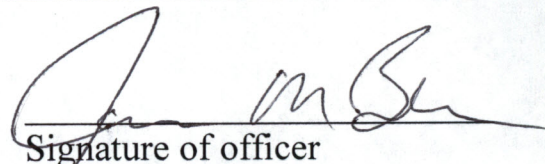
**Board or Committee:** City Council

I will NOT be in attendance at:

July 25<sup>th</sup>, 2013 City Council Meeting

for the reason(s) specified:

family vacation



Signature of officer

6-21-13

Date

This request shall be submitted to the office of the City Secretary or Board Secretary one week prior to meeting date.



# CITY OF COLLEGE STATION

## Absence Request Form For Elected and Appointed Officers

**Name :** John P. Nichols

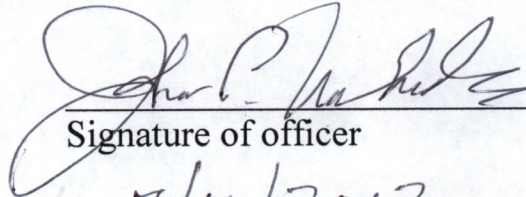
**Board or Committee:** City Council

I will NOT be in attendance at:

Council meeting on  
July 25, 2013

for the reason(s) specified:

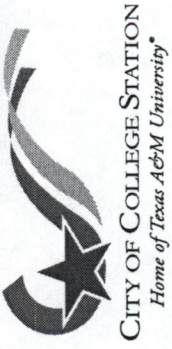
Family vacation travel out of state

  
Signature of officer

7/11/2013  
Date

This request shall be submitted to the office of the City Secretary or Board Secretary one week prior to meeting date.





College Station City Council Workshop Agenda  
Sign In Sheet  
Thursday, July 25, 2013 at 4:30 p.m.  
City Hall Council Chamber

**Mayor**  
Nancy Berry  
**Mayor Pro Tem**  
Karl Mooney  
**Interim City Manager**  
Kathy Merrill

**Council Members**  
Blanche Brick  
Jess Fields  
John Nichols  
Julie Schultz  
James Benham

	Name	Address	Email or Phone No.
1.	Steve Aldrich	3943 Blue Jay Ct	
2.		707 Housicker Ln	
3.	Bob Epps	1501 FRANKS DR C/S	
4.	Robert Forrest	109 College Main C/ST	
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

\*\*\*Note this not a Hear Visitors form\*\*\* To speak on a particular item please file out the Citizen  
Speakers Form next to sign in sheet.





CITY OF COLLEGE STATION  
Home of Texas A&M University\*

College Station City Council Regular Agenda  
Sign In Sheet  
Thursday, July 25, 2013 at 7:00 p.m.  
City Hall Council Chamber

**Mayor**  
Nancy Berry  
**Mayor Pro Tem**  
Karl Mooney  
**Interim City Manager**  
Kathy Merrill

**Council Members**  
Blanche Brick  
Jess Fields  
John Nichols  
Julie Schultz  
James Benham

	Name	Address	Email or Phone No.
1.	<i>Stan Adrich</i>	<i>3943 Blue Jay</i>	
2.		<i>707 Housatonic Ln</i>	
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

\*\*\*Note this not a Hear Visitors form\*\*\* To speak on a particular item please file out the Citizen  
Speakers Form next to sign in sheet.

## NATIONAL SOJOURNERS

National Sojourners, Inc., is a national fraternal organization meeting the needs of military (Commissioned, Warrant and Senior Non-Commissioned Officers) and honorary members who are Masons in advancing programs that promote love of country.

Representatives of the Brazos Valley Chapter #378 are here tonight to honor one of our own, Cemetery Sexton, Bob Hole.



## Sherry Mashburn

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**From:** Jane C [j-cohen@aggienetwork.com]  
**Sent:** Thursday, June 06, 2013 10:55 PM  
**To:** David Schmitz  
**Cc:** Sherry Mashburn; Ellen Horner; Bob Epps  
**Subject:** Certificate Flags

To: David J. Schmitz, Director of Parks & Recreation, 979.764.3415

David,

The National Sojourners, Brazos Valley Chapter # 378, would like to present a Certificate of Appreciation to Bob Hole, Cemetery Sexton. Bob Epps, Sojourners Certificate Chair, announced the certificate at the local Sojourners chapter meeting tonight. Ellen Marquis Horner coordinates the flag markings for Memorial Day and Veterans Day.

I mentioned this to you at the Community Event on May 28 and wanted to follow up with an e-mail to see if this could be presented at a City Council meeting or to discuss a time for a presentation that you would recommend. Sojourners meets most 1st Thursdays at the Brazos Valley Library and Museum, 3411 Longmire at 6:30 pm. Ellen Marquis Horner, 979-693-7525, 1018 Guadalupe Street, CS, would be glad to coordinate a time with you. If it's at a City Council meeting, we could invite the Presidents of each participating group to attend and be recognized, too.

We certainly do appreciate Bob Hole's assistance with identifying the veteran's graves for the placing flags and collecting the flags the next day twice a year, at the College Station City Cemetery and the Field of Honor Cemetery. Almost 100 people from several local heritage and youth groups placed over 800 flags on Memorial Day to honor those who served in the military for our country to assure our safety, freedom and right to vote. We've been placing the flags for about 25 years, since the late 1980's, marking 160 veteran's graves that first year and now mark over 800. If you need more information, please let us know.

Hank Salzmman is President of Brazos Valley Chapter of National Sojourners. Clyde Collins is Commander of Heroes of National Sojourners. Laura Ann Dresser is Regent of the Daughters of the American Revolution La Villita Chapter. Bob Cohen is President of Independence Chapter Sons of the American Revolution. Henry Hanson is President of Texas Research Ramblers Genealogical Society. The flags are given by the Sojourners. Ellen Marquis Horner, assisted by Bob & Jane Cohen, coordinates the flag memorial placements and maintains the list of veterans to honor.

Thanks.



Consent No. 2f

\* Legal has reviewed



#### SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement") is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between Spherion Staffing, LLC (hereinafter referred to as "Service Provider"), and City of College Station (hereinafter referred to as "Client");

WHEREAS, the City intends to engage the Service Provider to perform Project Management services for a project known Enterprise Resource Planning, hereinafter "the Project" or "ERP", as further described in Addendum "A"; and,

WHEREAS, the Contractor has been selected to perform such services are required by the City and the Contractor was selected through the City's selection procedure, in accordance with all applicable state and local laws and ordinances;

**NOW, THEREFORE, IN CONSIDERATION** of the mutual agreements and covenants contained herein, Client and Provider agree as follows:

The statements contained in the recitals of fact set forth above (the "Recitals") are true and correct, and the Recitals are, by this reference, agreed to and made a part of this Agreement.

**1. Term of Agreement.** This Agreement shall commence as of the date set forth above, and shall continue in effect for a period of one (1) year, unless earlier terminated by either party upon thirty (30) days prior written notice. Provider reserves the right to terminate this Agreement in the event of non-payment for services rendered, if Client fails to pay undisputed past-due amounts, after ten (10) days notice from Provider. The terms of this Agreement, where the context so indicates, shall survive any termination or cancellation of this Agreement. The contract shall automatically renew annually thereafter for two additional terms (consistent with the terms provided in Addendum "A") for a total of three (3) years, absent notice of termination at least thirty (30) days before the end of the contract year

**2. Scope of Services.** Provider will provide to Client the flexible staffing services described in Addendum A (the "Services") and shall assign personnel to Client ("Supplemental Employee, Daniel Bethapudi). Client acknowledges that under this Agreement Provider is providing Supplemental Employee to perform work on a flexible staffing basis under the direction of Client, and that Provider makes no warranty regarding and expressly disclaims any responsibility for the delivery of any specific product or for completing any work associated with this Agreement within any specified time period, except as otherwise provided herein. Client will control the details of the work and will be responsible for the work product of the Supplemental Employee. This Agreement shall not apply with respect to any payroll service (as defined below) performed by Provider unless and until such time as the parties have executed a written amendment or separate agreement containing terms for such service. As used herein, "payroll service" means the performance of administrative payroll functions with respect to employees referred to Provider by Client ("Administrative Payrollees"). The parties acknowledge and agree that this Agreement does not cover any staffing, direct hire or other services provided by



Spherion Corporation and/or any of its subsidiaries or business divisions, such as The Mergis Group, Todays Staffing or Todays Office Professionals.

**3. Restricted Tasks.** Client will not substantially change the Supplemental Employee's assignment or job duties without Provider's prior approval. Unless specifically authorized in Addendum A, and subject to Section 6 herein, Client agrees that Supplemental Employee will not be placed in any jobs involving the lifting of items weighing in excess of seventy-five (75) pounds individually or fifty (50) pounds repetitively; operation of motor vehicles (except forklifts/powerd industrial trucks, if operated by Supplemental Employee as certified by Client or unguarded machinery; work six (6) feet above floor level or work below ground level; work involving extremes of temperature; work requiring use of a respirator; work on or around navigable bodies of water; handling of cash, negotiable instruments, , valuables, merchandise, or similar property, or work involving handling of OSHA-restricted hazardous substances.

- a. Provider understands and agrees that Supplemental Employee will, by nature of the work be working around data containing social security numbers, bank account numbers, and other non-public personally identifiable information as well as credit card and financial invoicing information ("private information").
- b. Provider agrees that Supplemental Employee shall maintain any such private information confidential and shall not disclose or release the same to a third party.

**4. Rates and Invoicing:** Client agrees to verify the hours worked by Supplemental Employee. The rates and fees for the Services shall be as set forth in Attachment A. Provider will invoice Client weekly and Client shall pay invoices upon receipt. Client agrees to notify Provider of any disputed invoices already paid by Client within one hundred and eighty (180) days of the invoice date otherwise Client agrees that such invoice is correct and Client waives any dispute rights. Provider will invoice Client weekly for flexible staffing services. Client shall pay invoices in accordance with the Texas Prompt Payment Act. Any past-due invoices shall bear interest at the rate of one and one-half percent (1½%) per month of the unpaid balance (Annual Percentage Rate of 18%), or the maximum legal interest rate, whichever is lower. In the event Client's account is in default and placed for collection, Provider will be entitled to recover its costs of collection, including reasonable attorneys' fees. Client agrees to pay any state or local sales or use tax imposed as a result of this Agreement. In the event Client voluntarily files a Chapter 11 bankruptcy petition (or becomes subject to an involuntary bankruptcy petition), it shall, as soon as practicable thereafter, seek entry of an Order from the U.S. Bankruptcy Court having jurisdiction over Client's bankruptcy case(s), in form and substance acceptable to Provider, (a) assuming this Agreement or (b) naming Provider as a "critical vendor" and authorizing the payment of Provider's pre-petition invoices. Client acknowledges that its failure to timely procure either such Order shall automatically serve as grounds for Provider's immediate rejection/termination of this Agreement. Client acknowledges that Provider is relying on this provision as an inducement to (a) enter into this Agreement, and (b) provide further services to Client from and after the date hereof.

**5. Safety & Client-issued equipment.** The parties shall comply with all applicable laws and ordinances relating to work site health and safety.

- a. Client shall provide a safe place to work, adequate supervision, and all necessary site-specific information, training, instructions and safety equipment.
- b. Client will issue Supplemental Employee a laptop and an identification/access badge so as to accomplish the work during the term of the Agreement. Provider agrees that Supplemental Employee shall return such Client-issued equipment upon termination



of the agreement. Provider further agrees that Client may dock the pay of the Supplemental Employee for the replacement cost of the equipment should the Supplemental Employee fail to return the same. Provider is responsible for implementing any required written conditions precedent with Supplemental Employee so as to ensure compliance with the Texas Payday Law, as may be necessary for such withholding.

6. **Indemnification.** Each party (the "indemnifying party") will indemnify, defend and hold harmless the other party and its directors, officers, employees and agents (the "indemnified party") from and against all claims, suits, demands, losses, damages or penalties, including reasonable attorneys' fees and costs (collectively "Liabilities"), attributable to bodily injury or property damage, arising out of any negligent act or omission on the part of the indemnifying party to the extent allowed by law. Client and Provider agree: (a) to notify each other in writing of any asserted claim within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, (b) to permit the indemnifying party to defend the claim with counsel acceptable to the indemnified party, and (c) to cooperate fully in any investigation, defense or settlement negotiations.

7. **Limitation of Liability.** Client agrees that Provider's entire liability to Client for any cause of action under this Agreement, regardless of the form, shall in the aggregate be limited to the fees paid by Client for the specific Services which are the subject of the alleged claim. EXCEPT WITH RESPECT TO ANY PAYMENT OBLIGATION HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

8. **Insurance.** At all times during the term of this Agreement, Provider shall maintain at its expense and benefit (i) Workers' Compensation insurance which provides coverage for all employees of Provider, including Supplemental Employees, as required by applicable law, (ii) comprehensive general liability insurance with a policy limit of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, and (iii) automobile liability insurance. Provider shall name Client as Additional Insured on the Commercial General Liability insurance, with a waiver of subrogation.

8. **Compliance with Law:** Each party shall, at its own expense, comply with all laws, orders and regulations of federal, state and municipal authorities, and with any lawful direction of any public officer which shall impose any duty upon that party regarding the performance under this Agreement. The parties further agree to comply with all applicable state and federal employment laws, including, but not limited to, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Rehabilitation Act and their respective amendments.

9. **Waivers:** No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written



waiver shall only be applicable to the specific instance to which is related and shall not be deemed to be a continuing or further waiver.

10. **Severability:** Each and every covenant and agreement herein shall be separate and independent from any other and the breach of any covenant or agreement shall in no way or manner discharge or relieve the performance of any other covenant or agreement. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

11. **Notices:** Any notice or other communication provided under this Agreement shall be in writing and shall be effective either when personally delivered, via facsimile (with confirmation of delivery) or five (5) days following deposit of such notice or communication into the United States mail (certified mail, return receipt requested or first class postage prepaid).

12. **Independent Relationship:** Both parties agree that this Agreement is not intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither the parties hereto, nor any of their respective employees, shall be construed to be the agent, employer, employee or representative of the other, nor will either party have any express or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

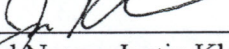
13. **Force Majeure:** The obligations of Provider hereunder shall be excused during any period of delay caused by matters such as strikes, acts of God, shortages of raw material or power, governmental actions or compliance with governmental requirements, whether voluntary or pursuant to order, or any other matter beyond the reasonable efforts of Provider to control.

14. **Governing Law:** This Agreement shall be governed by and construed according to the laws of the State of Texas, with venue in Brazos County.

15. **Entire Agreement:** This Agreement constitutes and represents the entire Agreement between the parties hereto and supersedes any prior understandings or agreements, written or oral, between the parties hereto respecting the subject matter herein except the Terms & Conditions of Service, as listed on the back of time cards, may be applicable if time cards are used. This Agreement may only be amended by an agreement in writing executed by all of the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject, however, to the limitations contained herein. The terms of this agreement do not apply to any other division of Spherion Corporation.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WilsonKleemann, d/b/a Spherion

By:   
Printed Name: Justin Kleemann  
Title: License Owner  
Date: 7/23/13

CITY OF COLLEGE STATION

By: \_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

APPROVED:

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City Attorney

Date: \_\_\_\_\_

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Executive Director Business Services

Date: \_\_\_\_\_





Addendum A: City of College Station

A. Job Classification, Pay and Bill Rates &: ERP Project Manager – Daniel Bethapudi

1. Hours:- 1500 hrs guaranteed annually
  - Up to 2000 hrs annually
  - 2 weeks (80 hrs) of unpaid vacation annually

2. Pay & Billing Rates

Year 1: Pay Rate: \$95.00 per hour

Bill Rate: \$128.25 per hour

Years 2 and 3 have up to a 5% annual increase in both Pay and Bill Rate, depending on Project Manager performance.

Provider further agrees to provide Supplemental Employee with a monthly car and cellular phone allowance

3. Professional Classification. This will be a non-exempt position. Work week will be Monday through Sunday. Overtime is defined by the requirements of local, state and federal law and may be hours worked by a Supplemental Employee in excess of 40 hours in a week. Overtime will be paid and billed at straight time.

4. Medical insurance. Daniel Behapudi will be offered and can elect medical benefits through Spherion.

B. Additional Screening Requirements preliminary to commencement of work for Supplemental Employee

- Behavioral Interview
- Background Checks to include criminal history verification and employment references
- Drug Screen upon acceptance of position

C. Service Guarantee. Client will notify Provider of any problems regarding Daniel Behapudi, Supplemental Employee. In the event Client is dissatisfied with the performance or conduct of any Supplemental Employee, Client may require Provider to remove such person from its premises. Client will make available to Provider copies of all non-privileged documentation about problems or incidents in which Supplemental Employee are involved. Provider guarantees that the work performed by the Supplemental Employee will be performed in a competent and professional manner.

D. Government Mandated Cost Increases. If at any time during the term of this Agreement, Provider is required to increase its employee's wages (due to increase in minimum wage rates or mandatory benefits requirement), or incurs an increase in its payroll burden costs (such as FICA, FUI, SUI or worker's compensation) as a direct result of any determination, order or action by a governmental authority or government insurance benefit program, Provider agrees that such cost increase will be considered to be a cost of business and shall be subsumed within the contemplated discretionary annual increase in the bill rates. However, Client and Provider agree, that should the Affordable Care Act (ACA) require significant cost increases (that is, in excess of the 5% discretionary billing rate increase for years 2 and 3), that the same will not be subject to this provision but that the parties agree to renegotiate the contract cost of this specific item and amend the contract accordingly.

A handwritten signature in dark ink, appearing to be "JK" or similar initials, located at the bottom right of the page.